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Attorneys for Plaintiff:  
5 VACATION BIKE RENTALS

6 UNITED STATES DISTRICT COURT  
7  
8 CENTRAL DISTRICT OF CALIFORNIA

9 VACATION BIKE RENTALS, LLC, ) Case No.: 2:24-cv-07105-CAS-MAA  
A LIMITED LIABILITY COMPANY, )

10 ) **JOINT RULE 26(f) REPORT &**  
11 ) **DISCOVERY PLAN**

11 Plaintiff,

12 vs.

13 KITZUMA CORPORATION, A )  
CORPORATION, DBA KITZUMA )  
14 CYCLING LOGISTICS; BIKEEXCHANGE )  
LIMITED, AN AUSTRALIAN COMPANY, )  
15 DBA KITZUMA CORPORATION AND )  
16 KITZUMA CYCLING LOGISTICS. )  
GETCARRIER, LLC, A LIMITED )  
17 LIABILITY COMPANY; AND EMPIRE )  
18 NATIONAL, INC., A CORPORATION. )

19 Defendants.  
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2 Plaintiff Vacation Bike Rentals, LLC , Defendants Kitzuma  
3 Corporation / BikeExchange Limited, GetCarrier, LLC, and Empire  
4 National, Inc. (collectively, "Defendants"), by and through  
5 their respective counsel of record, submit this Joint Report  
6 pursuant to Rule 26(f) of the Federal Rules of Civil Procedure,  
7 Local Rule 26-1, and this Court's Order setting a Scheduling  
8 Conference for October 20, 2025.

9 **I. STATEMENT OF THE CASE**

10 This action arises from the theft and loss of Plaintiff's  
11 shipment of 131 e-bikes, valued at approximately \$350,000,  
12 during transportation arranged by Defendants from North Carolina  
13 to California. Plaintiff alleges causes of action for breach of  
14 contract, negligence, Carmack Amendment liability, unjust  
15 enrichment, negligent handling and transportation, and negligent  
16 entrustment

17 Defendants deny liability and contend that contractual  
18 limitations of liability, statutory defenses, and the conduct of  
19 third parties bar or limit recovery.

20 **II. SUBJECT MATTER JURISDICTION**

21 Jurisdiction is proper under 28 U.S.C. § 1332(a) because there  
22 is complete diversity of citizenship and the amount in  
23 controversy exceeds \$75,000. Jurisdiction also exists under the  
24 Carmack Amendment, 49 U.S.C. § 14706, governing claims against  
25 motor carriers for loss of goods in interstate commerce. Venue  
26 is proper in this District under 28 U.S.C. § 1391(b)(2), as a  
27 substantial part of the events occurred in San Fernando,  
28 California.

**III. LEGAL ISSUES**

The key disputed legal issues include:

1. Whether Defendants breached contractual or statutory duties in arranging or transporting the shipment.
2. Whether Empire National, Inc. is strictly liable under the Carmack Amendment.
3. Whether negligence, unjust enrichment, or negligent entrustment claims are preempted or barred.
4. Whether contractual or statutory limits on damages apply.
5. The amount of damages, including consequential damages, business losses, and restitution.

**IV. PARTIES AND EVIDENCE**

**Plaintiff:** Vacation Bike Rentals, LLC.

**Defendants:** KITZUMA CORPORATION, A CORPORATION, DBA KITZUMA CYCLING LOGISTICS; BIKEEXCHANGE LIMITED, AN AUSTRALIAN COMPANY, DBA KITZUMA CORPORATION AND KITZUMA CYCLING LOGISTICS. GETCARRIER, LLC, A LIMITED LIABILITY COMPANY; AND EMPIRE NATIONAL, INC., A CORPORATION

**Key Witnesses:**

Dave McLaughlin (Plaintiff's principal)  
Defendants' corporate representatives and employees with knowledge of transportation arrangements, custody and handling of the shipment, and warehouse practices.

**Key Documents:**

Transportation contracts, Bills Of Lading, and communications among Defendants.  
Purchase records for the lost bicycles.  
Insurance policies, claims correspondence, and police reports.

**V. DAMAGES**

Plaintiff seeks compensatory damages exceeding \$350,000, restitution, attorneys' fees where available, and other relief. Defendants dispute the amount and causation of damages.

**VI. INSURANCE**

Defendants have not yet disclosed the existence or scope of insurance coverage, but will provide Rule 26(a)(1)(A)(iv) disclosures.

**VII. MOTIONS**

The parties anticipate filing dispositive and pretrial motions as permitted by the Federal Rules of Civil Procedure.

**VIII. DISCOVERY PLAN (FRCP 26(f); L.R. 26-1)**

1. **Initial Disclosures:** Exchange by Oct 31, 2025.

2. **Subjects of Discovery:** Contract formation, shipment handling, communications among Defendants, liability allocation, insurance, damages.

3. **Discovery Cut-Offs:** As set forth in Section XI (Proposed Schedule).

**IX. SETTLEMENT AND ADR**

The parties are open to private mediation under the Court's ADR Program or with the Magistrate. Settlement discussions have not yet advanced.

**X. TRIAL ESTIMATE**

The parties estimate a 4-5 day jury trial with approximately 6-10 witnesses.

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**XI. PROPOSED SCHEDULE OF PRETRIAL DATES**

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EVENT	PROPOSED DEADLINE
Initial Disclosures (FRCP 26(a)(1))	October 31, 2025,
Last Date to Hear Motion to Amend Pleadings or Add Parties	December 5, 2025
Fact Discovery Cut-Off	May 25, 2026
Expert Disclosure (Initial)	April 13, 2026
Expert Disclosure (Rebuttal)	April 27, 2026
Expert Discovery Cut-Off	May 25, 2026
Last Date to Hear Dispositive Motions	October 9, 2026
Deadline to Complete Settlement Conference (L.R. 16-15)	October 23, 2026
Trial Filings (First Round: Motions in Limine, Contentions of Fact and Law, Witness Lists, Joint Exhibit List, Settlement Report, etc.)	October 23, 2026
Trial Filings (Second Round: Oppositions to Motions in Limine, Pretrial Conference Order, Jury Instructions, Verdict Forms, Voir Dire, etc.)	October 30, 2026
Final Pretrial Conference & Hearing on Motions in Limine	November 13, 2026 – 11:00 a.m.
Trial	December 7, 2026 – 8:30 a.m.

**XII. LEAD TRIAL COUNSEL**

**For Plaintiff:** Richard L. Grant, Esq. (Grant Law, APC)

**For Defendant Empire National, Inc.:** Andrew Kleiner, Esq. (Husch Blackwell LLP)

**For Defendants Kitzuma / BikeExchange:** Daniel Reback, Esq. (Krane Smith LLP)

**XIII. MAGISTRATE JUDGE**

The parties do not consent to trial before a Magistrate Judge.

**XIV. OTHER MATTERS**

The parties will revisit ADR following exchange of initial discovery and will cooperate in preparing a Proposed Scheduling Order consistent with this Joint Report.

**GRANT LAW**

Dated: 10/14/25

By: RLG  
RICHARD L. GRANT, ESQ.  
ATTORNEY FOR PLAINTIFF  
VACATION BIKE RENTALS, LLC

Dated: 10/14/25

By: AK  
ATTORNEYS FOR DEFENDANT  
EMPIRE (MOTOR CARRIER)  
ANDREW KLEINER, ESQ.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ATTORNEYS FOR DEFENDANT  
KITZUMA CORP  
DANIEL REBACK, ESQ.